

INDIAN RIVER COUNTY FAIRGROUNDS LICENSE AGREEMENT

License Preparation Date: July 17, 2017	License Duration: September 8, 2017
Organization: Circus Pages International, Inc.	Contact Name: Yolanda Earhart
Address: PO Box 303	Phone: 941-219-9331
City/State/Zip Code: Myakka City, FL 34251	E-Mail: jumpingjofa@aol.com
Name of Event: Circus Pages	Expected Attendance: 1,000
Load-In Date/Time: 12am - 9/8/17	Load-Out Date/Time: 11pm – 9/8/17

WITNESSETH:

WHEREAS, Indian River County (the “County”) is the owner of certain property known as the Indian River County Fairgrounds, located in Indian River County, Florida, (the “Fairgrounds”); and

WHEREAS, the County has the authority to issue and/or execute, and Circus Pages International, Inc., a Florida for profit corporation, (the “Applicant”) desires the issuance and/or execution of, a permit/agreement for the utilization of the Fairgrounds, which Applicant has inspected and hereby acknowledges to be sufficient for its intended purpose and/or use contemplated hereunder; and

WHEREAS, Applicant warrants to the County that it is qualified and authorized to do business in the State of Florida and Indian River County, Florida and has or will obtain and maintain the proper certification, licensure, insurance, permits and all other requirements pursuant to federal, state and local laws, statutes, ordinances, rules and regulations necessary to conduct any and all activities contemplated herein, and to satisfactorily perform its obligations as herein required; and

WHEREAS, the Applicant acknowledges that the use of the Fairgrounds is subject to and expressly conditioned by section 205.04 (Permits) and section 205.09 (Sale and consumption of alcoholic beverages at designated recreational facilities), of the Indian River County Code of Ordinances, if applicable at the time of the License Duration, which are hereby incorporated by reference when applicable;

NOW, THEREFORE, for and in consideration of the use of the Fairgrounds and other valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, and of the mutual covenants herein contained, the parties, as indicated by their authorized representatives’ signatures below, hereby agree to the terms and conditions set forth herein:

A. PARK, PREMISES & EVENT SCHEDULE:

1. This Indian River County Fairgrounds License Agreement (“License Agreement”) applies to all events for the use of the Fairgrounds. The areas, personnel and facilities of the Fairgrounds

which Applicant may apply for a permit, license, or use hereunder are more particularly described as

I. Facilities (See Exhibit A)

- a. Acreage
 - 0-5
 - 6-10
 - 11-40
 - 41+
- b. Expo Center
- c. Expo Open Air Pavilion
- d. Agricultural Pavilion
- e. Entertainment Building
- f. Cook Shed
- g. RV Hook-up

II. Amenities

- Large Bleachers
- Small Bleachers
- Small Stage
- Stage Risers #(1-6)_____
- Trans-Stage without canopy with canopy
- 10X20 Tent # _____
- Light Towers
- Picnic Tables
- Hoses/Sprinklers
- Serving Carts
- Tables (30"X96") w/chairs# _____ Chairs only # _____
- Marquee # weeks _____
- Internet Access
- Golf Carts # _____
- Expo Pavilion Curtains
- Fire Extinguishers # _____
- Midway Electric

(the "Premises"), which Applicant acknowledges to be sufficient, as is, for its intended purpose and/or use contemplated hereunder.

III. Personnel

- Parks Division Staff

IV. Permits

- Fairgrounds Use Permit
- Alcohol Permit

2. Applicant may use and have access to the Premises for a period, commencing at 12am on September 8, 2017, and ending at 11:59pm on September 8, 2017, ("License Duration"), which

License Duration shall include Event set-up, removal and clean-up. Where the Applicant requires usage after the stipulated time, Applicant is required to pay additional charges including, but not limited to standard hourly/daily rates and any overage fees as set forth in the Fairgrounds Fee Schedule attached as Exhibit B (“Fee Schedule”).

B. AUTHORIZED USE, TERMS & CONDITIONS:

1. The Premises are to be used by Applicant for the Circus Pages (the “Event”), involving two circus themed performances with elephants, white tigers, camels, dogs, ponies, horses and lions. Applicant uses “Dangerous Wild Animals” in its Event as defined in Exhibit D attached and incorporated by reference herein as well as detailed information regarding the capture and emergency plan for any elephants used in the show. At least twenty one (21) days prior to the Event, Applicant shall supply to the County proof of compliance with each and every condition listed on Exhibit D. Failure by the Applicant to timely comply with the requirements contained in Exhibit D shall result in the cancellation of this License Agreement and a forfeit of all Applicants deposits to the County as liquidated damages.

County’s Initials _____ Applicant’s Initials _____

- (a) The Event may include the following activities: circus show, performance acts with animals, elephant rides and motorcycle act.
 - (b) The hours of the Event shall be: 4:30pm & 7:30pm on September 8, 2017.
 - (c) The Event shall be used for no other purpose whatsoever, unless prior written approval is requested in writing by Applicant and given by the County which approval shall be subject to availability but not be unreasonably withheld, conditioned, or delayed so long as such request is submitted at least 90 days prior to the beginning of the License Duration. Such change may result in a modification of the insurance requirements set forth in B. 17.
2. Applicant agrees to pay to the County as rent, costs, expenses and taxes for the use of the Premises the following sums:
 - (a) Rental fee will be **\$695.50**, plus any additional charges imposed at the request of the Applicant to be reconciled at the end of License Duration, based on the calculations on the attached Fee Schedule. A minimum of TWENTY-FIVE percent (25%) of the entire rental fee, **\$173.88** (“Event Deposit”) is due upon execution of this License Agreement. The balance of the rental fee set forth above and any remaining payments, including any expenses, charges or other fees described in this License Agreement shall be due thirty (30) days prior to the Event. Any incidental charges or fees not included in this Agreement at the time of execution shall be due within five (5) business days of the conclusion of the Event as described in B.1.b.
 - (b) A Damage Deposit of **\$250.00** shall be submitted no later than 30 days prior to the Event. The Damage Deposit shall be applied against the fees, costs, expenses, charges and/or delinquent payments described herein, and against any costs of repair or replacement of damages to the Fairgrounds that directly or indirectly result from the Event, whether caused by Applicant or Applicant’s employees, invitees, licensees, contractors, assignees, contestants, exhibitors or performers, or others on the Premises at Applicant’s direction or

invitation. The County's use of the Damage Deposit or any other sum described herein shall in no way constitute a waiver of any other right the County may have at law or equity. The Damage Deposit, to the extent unused, shall be returned to Applicant within thirty (30) business days following the Event.

3. The Applicant shall provide to the County information as to the total ticket sales at 30, 15, 7 and 3 days prior to the Event. The County reserves the right to cap ticket sales depending on the capacity of the Premises and the Fairgrounds or because of law enforcement, sanitation, traffic control or due to other public safety issues.
4. Applicant shall be financially responsible for all charges for all materials, personnel, services and equipment that the county furnishes for the Event. Applicant shall also be financially responsible for all charges for all materials, personnel, services and equipment that are provided by non-county agencies associated with this Event (i.e., stagehands, sound/light companies, ushers).
5. This License Agreement is not a permit. As set forth in sections 205.04 (Permits) and 205.09 (Sale and Consumption of Alcoholic Beverages at Designated Recreational Facilities), of the Indian River County Code of Ordinances, the Applicant must obtain the necessary fairgrounds use permit and alcohol permit, which collectively require the Applicant to timely obtain approvals of plans, including but not limited to, adequate sanitation facilities and sewage disposal, parking facilities, transportation of patrons, adequate medical facilities, adequate security and traffic control. Applicant shall be responsible for all costs associated with such facilities and services.
6. The County shall have the right, after coordination with the Applicant's authorized representative, to determine in its sole discretion the level of County staff necessary to service the facilities during the License Duration. Applicant shall be responsible for all additional costs for County staff and Applicant may request additional staff as needed.
7. Applicant's failure to make any of the payments required hereunder in a timely manner shall constitute a material breach and shall result in the immediate termination of this License Agreement. All fees, costs and expenses, including, without limitation, attorney's fees, incurred by the County in the collection of any payment due hereunder shall be reimbursed by Applicant.
8. Applicant (including all artists, performers, entertainers, sound technicians, employees, and subcontractors of Applicant, and any other participating in the production of the Event) shall comply and ensure compliance with the following during the Event:
 - (a) The hours of event production and sound checks utilizing amplified sound in the Fairgrounds are restricted to:
 - i. Sunday thru Thursdays from 10:00am-6:00pm with a minimum of one thirty (30) minute intermission.
 - ii. Fridays and Saturdays from 10am-10:59pm with a minimum of one thirty (30) minute intermission.
 - (b) The starting hours listed above may be adjusted to begin earlier upon approval of the County.
 - (c) The location and arrangement of the stages and sounds systems shall be in accordance with the Stage Configuration Map as detailed by Applicant and approved by the County. The

preliminary Stage Configuration Map and a Site Plan shall be provided to the County thirty (30) days prior to the Event and a final Stage Configuration Map and Site Plan no less than fifteen (15) days prior to the Event.

- (d) Sound attenuation blankets or sound walls may be required to be erected at the rear of any temporary stages. Such temporary stage installations shall be installed in such a manner so as to minimize the noise impact on surrounding residential properties.
 - (e) Applicant shall obtain stage inspection, documentation and certification in accordance with industry standard. Applicant shall provide copies of documentation reflecting certification within 24 hours of Event. Applicant shall also allow the County to inspect the stage construction. Such inspection shall occur no later than 24 hours prior to the Event. Any cost associated by the County's inspection shall be at the sole cost of the County. The County shall make inspector(s) available at a mutually agreeable time. Failure to timely inspect the Stage by the County shall not preclude Applicant from proceeding with the Event.
9. Undisclosed or unpermitted activities or hours shall be cause for this License Agreement to be voidable by the County at any time during the License Duration. Undisclosed and unpermitted activities shall be subject to cancellation of the Event, and Applicant shall be subject to damages, penalties and other legal and equitable remedies including, but not limited to full payment under this License Agreement.
10. Applicant shall not assign this License Agreement or any rights hereunder or sublet the Premises without the express prior written consent of the Assistant County Administrator or his/her designee.
11. In the event that the Premises or any other portion of the Fairgrounds are not vacated and cleaned by Applicant at the end of the License Duration, the County is hereby authorized to remove from the Premises or any other portion of the Fairgrounds, at the expense of Applicant, all goods, wares, merchandise and property of any and all kinds and descriptions placed or permitted therein by Applicant and which may be then occupying the same, and County shall not be liable for any damage or loss to such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed. Applicant hereby expressly releases County from any and all such claims for damages of whatsoever kind or nature and agrees to defend, indemnify and hold County harmless at Applicant's expense as to any claims for damages by third parties having interests in such goods, wares, merchandise and property, including costs and attorney's fees.
12. Applicant shall: (i) use and occupy the Premises in a safe and careful manner, including but not limited to properly covering any and all power cords; (ii) comply with all federal, state and local laws, statutes, rules, regulations and ordinances; (iii) use the Premises solely for the purposes provided above; (iv) not permit the Premises, or any part thereof, to be used for any unlawful purpose or in any manner that may result in or cause harm and/or damage to persons or property; (v) not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of, or on any part of the Premises, except with the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed; and (vi) deliver to the County the Premises in as

good a condition and repair, including all necessary trash or waste removal, as the same shall be found at the beginning of the License Duration. Additionally, Applicant:

- (a) assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of the Event. Applicant shall defend, indemnify and hold County harmless at Applicant's expense from all suits, actions, proceedings, damages, costs and expenses in law or equity, including attorney's fees, for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Applicant or its employees, invitees, licensees, contractors, assignees, performers, contestants and exhibitors, in connection herewith.
 - (b) shall not alter landscaping, fencing or any permanent structure nor shall there be any obstruction to ingress and egress to and from the Premises without the express written consent by the County.
 - (c) acknowledges that the County shall have the sole right to collect and have the custody of articles left at the Premises by persons attending any Event given or held on the Premises, and Applicant or any person in Applicant's employ shall not collect or interfere with the collection or custody of such articles.
 - (d) acknowledges that the County reserves the right to eject any persons reasonably deemed violent or otherwise dangerous to health, safety and welfare.
 - (e) acknowledges that the County may immediately terminate the Event if the National Weather Service issues a severe weather warning, or imminent severe weather conditions develop in the area indicating a risk to public safety, or a state of emergency has been declared. Applicant hereby waives any rights and all claims for damages against the County that may result from the exercise of the rights reserved herein.
 - (f) represents and warrants to the County that Applicant's employees, invitees, licensees, contractors, assignees, contestants, exhibitors and performers by their speech, song, music, conduct or manner will not violate or incite others to violate any statute, law, ordinance, rule, regulation or order of any federal, state, municipal or other governmental authority.
13. The County and its officers, agents and employees engaged in the operation and maintenance of the Premises reserve the right to enter upon and to have free access to the Premises at any and all times, which reservation is hereby acknowledged and agreed to by Applicant.
14. Applicant releases and forfeits any right of action against the County or its members, officials, employees and agents from any liabilities, claims for damages, losses, and costs which arise out of or in connection with the Event and to the fullest extent permitted by law, indemnifies, defends and saves the County and County's members, officials, officers, employees and agents harmless (1) against all liability, claims for damages, and suits for or by reason of any injury to any person, including death, and damage to any property for every cause in any way connected with the Event irrespective of negligence, actual or claimed, upon the part of the County, its agents and employees, except where caused by the willful and wanton acts of County officials,

officers, employees and agents, and (2) from all expenses incurred by the County for police protection, fire protection and emergency medical services, restoration and clean up, sanitation and maintenance costs and expenses that are required to preserve public order and protect public health, welfare and safety on the Premises of the Event.

15. At least 30 days prior to the License Duration, the Applicant shall, without limiting Applicant’s liability submit certificates of insurance naming “Indian River County, FL” as additional insured and shall:

Procure and maintain at Applicant’s sole expense, insurance of the types, coverages and amounts not less than stated below:

Schedule	Limits
Commercial General Liability – No more restrictive than ISO Form CG0001 (including property damage, personal injury, products / comp. ops. agg., premises, operations, and blanket contractual liability, and host liquor liability)	\$2,000,000 General Aggregate/ \$1,000,000 Each Occurrence
(The County and County’s members, officials, officers, employees and agents, shall be named as additional insureds under all of the above Commercial General Liability coverage).	

In the event the use of motor vehicles is an integral part of the Event (unless a separate ordinance is specifically applicable to the automobiles):

Automobile Liability (all automobiles-owned, hired or non-owned)	\$500,000 Combined Single Limit
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In the event the Applicant hires employees for the Event or is otherwise required to carry workers’ compensation insurance, the Applicant will provide evidence of workers' compensation insurance or exemption as required by Florida Workers Compensation Law as defined in Chapter 440, Florida Statutes. Applicant will assume responsibility for Applicant’s discretion in confirming that all of the Applicant’s contractors or subcontractors engaged in work for the Event have the appropriate workers’ compensation coverage. Such evidence will include evidence of workers’ compensation benefits and employer's liability insurance for the following minimum limits of coverage:

Workers Compensation Including coverage for any appropriate Federal Acts (e.g. Longshore and Harbor Workers Compensation Act, 33 USC §§ 901-952, and the Jones Act, 46 USC §§ 688 et seq.) where activities include liability exposures for events or occurrences covered by Federal statutes.	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident

	\$500,000 Disease Policy Limit \$100,000 Each Employee/Disease
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In the event that any services or activities of a professional nature are provided, and Risk Management determines the coverage is necessary, pursuant to (k) below:

Professional Liability (Errors and Omissions)	\$1,000,000 Each Occurrence/Claim
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In the event that children will be supervised in connection with the Event and Risk Management determines the coverage is necessary, pursuant to (k) below:

Sexual Molestation Liability	\$1,000,000 Each Occurrence/Claim
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In the event alcoholic beverages, including beer and wine, will be served, sold, consumed or otherwise allowed at the Event, the entity serving or selling the alcoholic beverages must have the following coverage:

Liquor Liability	\$1,000,000 Combined Single Limit
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- (b) Participants – Except as set forth below, the Applicant shall assume all responsibility for Applicant’s discretion in obtaining, if any, insurance from the Event’s contributing participants and subcontractors (such as caterers, vendors, production companies, entertainers, sponsors) in the types and amounts necessary to adequately protect the County and the County’s members, officials, officers, employees and agents.
- (c) Primary and Non-Contributory – The Applicant’s insurance will apply on a primary basis and will not require contribution from any insurance or self-insurance maintained by the County.
- (d) Deductibles – The deductibles of the insurance policies applicable to the Event shall be deemed customary and the responsibility of the Applicant and any named insureds.
- (e) Additional Insured – The Applicant’s insurance, except workers’ compensation and any additional coverages where it is unavailable, will name the Board of County Commissioners of Indian River County and County’s members, officials, officers, employees and agents, as additional insureds under all insurance coverages required for the Event.
- (f) Reporting Provision – The Applicant’s insurance shall be provided on an occurrence form. In the event that coverage is only available on a claims made form, the Applicant shall agree to maintain an extended reporting coverage for a minimum of two years past the expiration of the annual policy term.
- (g) Duration – Notwithstanding anything to the contrary, the Applicant’s liabilities intended to be covered by the insurance coverage(s) required under this section shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of particular policies for insurance coverages.

- (h) Sovereign Entities – State and federal agencies eligible for sovereign immunity may submit a statement of self-insurance for liability as allowed by the applicable state or federal statute. Such statement will be acceptable in place of insurance requirements defined herein.
 - (i) Financial Responsibility – Applicant shall obtain insurance by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Applicant must maintain continuation of the required insurance throughout the Event, which includes load-in, setup, tear down, and load-out.
 - (j) Evidence of Financial Responsibility – Applicant must provide a certificate of insurance to the County’s Risk Manager, demonstrating the maintenance of the required insurance including the additional insured endorsement 30 days prior to the Event Date. Upon written request, the Applicant shall make its insurance policies and endorsements available to the County’s Risk Manager. The County’s Risk Manager shall approve the Applicant’s insurance if it complies with this License Agreement’s requirements, including, if any, additional insurance coverages deemed necessary by the Risk Manager. No material alteration or cancellation, including expiration and non-renewal of Applicant’s insurance, shall be effective until 30 days after receipt of written notice by the County from the Applicant or the Applicant’s insurance company.
 - (k) Discretionary Authority – Depending upon the nature of any aspect of any event and its accompanying exposures and liabilities, the County may, at its sole option, require additional insurance coverages not listed above, in amounts responsive to those liabilities, which may or may not require that the County also be named as an additional insured.
 - (l) Applicant is required to immediately notify the County of any incident, accident, occurrences and/or claims made in connection with the Event.
16. Applicants seeking a permit for the sale and consumption of alcoholic beverages per section 205.09 of the Indian River County Code of Ordinances shall submit the purveyor’s name no less than 45 days prior to the Event to the County. At least 30 days prior to the Event, the Applicant shall submit copies of the alcohol vendor’s required state alcoholic beverage licenses and insurance certificate in accordance with Section B. 17 to the County.
17. If default occurs on the part of the Applicant in fulfillment of any of the terms, covenants or conditions, including the timely submittal of all documents set forth in Section B, of this License Agreement, the County may terminate this License Agreement and decline to issue any and all permits necessary for the Event. In such case, the rent, taxes, fees, deposits and any other charges hereunder, whether accruing before or after such termination, shall be considered part of and inclusive of the County’s damages resulting from Applicant’s default. Applicant’s default hereunder shall be considered a default of any and all agreements by and between Applicant and the County, and any amounts due Applicant under its other agreements with the County may be used by the County to remedy Applicant’s defaults hereunder. Any remedy

granted in this License Agreement to County shall be in addition to all other remedies available to County in law or equity, and not exclusive of such remedies.

18. In the event that the Applicant cancels all or any time or portion of the Premises reserved for the Event, the County must receive written notice. Applicants may be entitled to a refund according to the following schedule:
 - (a) Cancellation prior to 180 days from the first date of License Duration will receive a refund equal to 85% of the Event Deposit collected under Section B.4.(a).
 - (b) Cancellation between 90-180 days of the first date of License Duration will receive a refund equal to 50% of the Event Deposit collected under Section B.4.(a).
 - (c) Cancellation less than 90 days of the first date of License Duration will forfeit the Event Deposit collected under Section B.4.(a).
19. In addition to any other charges set forth in the Fee Schedule, the Applicant shall pay a \$250 administrative fee for each modification or addendum to the License Agreement.
20. In the event that the Premises or any part thereof, or adjacent premises required for access thereto, should be so damaged or destroyed by fire or other cause, without the fault of Applicant, as to prevent the use of the Premises for the Event, then this License Agreement shall terminate. In such event, the County shall be paid for all items of expense incurred by it under this License Agreement and any rental accrued prior to such destruction or damages, but Applicant shall be relieved of paying rent accruing thereafter. For purposes of this paragraph, causes or events not within Applicant's control shall include, without limitation, acts of God, floods, earthquakes, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within Applicant's control, and thus not falling within this Section 12, shall include, without limitation, Applicant's financial inability to perform or comply with the terms and conditions hereof, economic hardship, a featured act's failure or refusal to perform or appear, and misfeasance, malfeasance or nonfeasance by any of Applicant's directors, officers, employees, contractors, or agents.
21. Applicant acknowledges receipt of and agrees to comply with the Fairground's Rules and Regulations which are attached hereto as Exhibit C and incorporated by reference.
22. Applicant assumes all risks of damages to and loss by theft or otherwise of the furniture, appliances or other property of Applicant or Applicant's employees, invitees, licensees, contractors, assignees, performers, exhibitors, contestants and those otherwise contracting with Applicant, and Applicant hereby expressly releases and discharges County from any and all liability for any such loss and agrees to defend, indemnify and hold County harmless from all claims and actions for damages as to such losses, including attorney's fees.
23. County and Applicant retain all television, film, recording and licensing rights as to any Event that takes place in or on the Premises, provided such is permitted within the Artist Contract. County will coordinate such recordings with Applicant's marketing representative. In the event of artist recording restrictions, Applicant shall request the right to allow the County to take generic production and still photographs of the Event.

24. Unless excused by impracticability or impossibility of performance or other lawful contractual defense, any attraction, act, or person contracted to appear during the Event as an entertainer shall appear at the published time or within one hour thereafter. Applicant shall not advertise or permit any advertising that a particular performer will appear for the Event until after a contract for the performer's appearance has been executed and a copy thereof has been provided to the County; otherwise, the County may terminate this License Agreement and cancel the Event.
25. No exception or waiver of any provision of this License Agreement shall be effective unless in writing signed by the Assistant County Administrator. No such waiver shall be held to waive the same provision on a subsequent occasion or be construed to constitute a waiver of any other provision of this License Agreement. This License Agreement contains the entire agreement between the parties, unless modified or amended by a subsequent written agreement executed by the parties. This License Agreement shall be governed by the laws of the State of Florida, and venue for the resolution of disputes hereunder shall be in a court of law in Indian River County, Florida.
26. At least 30 days prior to the Event Date, Applicant shall submit proof of application for a "Special Events & Tent Sales Inspection Permit" from the Indian River County Fire Prevention Bureau pursuant to Florida Fire Prevention Code: NFPA 1, Chapter 25, NFPA 101 & 102 and IRC Ordinance Section 208.11.
27. All of the Applicant's subcontractors shall have all of the necessary local, state and federal licenses for the services provided at the Event.
28. All deadlines falling on a weekend or holiday shall be accelerated to the prior business day.
29. Any notice, request, instruction, demand, consent or other communication required or permitted to be given under this License Agreement shall be in writing and shall be given in writing and delivered by email or US Mail, Certified – Return Receipt Requested, to the following:

Indian River County
Parks Division
5500 77th Street
Vero Beach, FL 32967

Email: mzito@ircgov.com,
cc: dfleetwood@ircgov.com, bpowell@ircgov.com, lsmith@ircgov.com

Applicant:
Circus Pages
Attn: Yolanda Earhart
PO Box 303
Myakka City, FL 34251

Email: jumpingjofa@aol.com

- 30. Applicant acknowledges that the County makes no guarantees to Applicant, express or implied, as to any pecuniary gain that Applicant may have intended to result from the Event.
- 31. The recitals and WHEREAS clauses are true, accurate and correct and are hereby incorporated herein by this reference.
- 32. Services Provided by the County:
 - (a) County reserves the right to determine the adequacy of outside services procured by the Application under Section B as a condition of the Permit.

IN WITNESS WHEREOF, the parties, by and through their authorized representatives' signatures below, do hereby execute this License Agreement on this ___ day of _____, _____.

APPLICANT:

INDIAN RIVER COUNTY:

By _____
Yolanda Earhart, Manager

By _____

EXHIBIT A -

INDIAN RIVER COUNTY
Fairgrounds



EXHIBIT B - Fairgrounds License Agreement Fees - Nonprofit

Event Name & Applicant - NONPROFIT

Date(s) of License Agreement

Acreage		Days	Total
0-5 Acres	\$ 125.00	X _____ =	\$ -
6-10 Acres	\$ 150.00	X _____ =	\$ -
11-40 Acres	\$ 275.00	X _____ =	\$ -
41+ Acres	\$ 525.00	X _____ =	\$ -

Facility Hourly Rates		Hours	
Expo Center	\$85.00	x _____ =	\$ -

Facility Daily Rates		Days	
Expo Open Air Pavilion	\$400.00	x _____ =	\$ -
Agricultural Pavilion	\$300.00	x _____ =	\$ -
Entertainment Bldg.	\$100.00	x _____ =	\$ -
Concession Bldg.	\$100.00	x _____ =	\$ -

Ammenities per Event		QTY	
Small Stage	\$50.00	x _____ =	\$ -
Tables	\$8.00	x _____ =	\$ -
Chairs	\$0.50	x _____ =	\$ -
Hoses/Sprinklers	\$20.00	x _____ =	\$ -
Light Carts	\$90.00	x _____ =	\$ -
Internet Access	\$100.00	x _____ =	\$ -
Tent 10x20	\$200.00	x _____ =	\$ -
Picnic Tables	\$10.00	x _____ =	\$ -
Stage Risers	\$20.00	x _____ =	\$ -
Serving Carts	\$20.00	x _____ =	\$ -

Ammenities per day		QTY	Per Day	
Small Bleachers (1st Day)	\$50.00	x _____	x _____ =	\$ -
Small Bleachers Addl. Days	\$25.00	x _____	x _____ =	\$ -
Large Bleachers (1st Day)	\$175.00	x _____	x _____ =	\$ -
Large Bleachers Addl. Days	\$75.00	x _____	x _____ =	\$ -
Stage with Canopy (1st Day)	\$800.00	x _____	x _____ =	\$ -
Stage with Canopy Addl. Days	\$150.00	x _____	x _____ =	\$ -
Stage without Canopy (1st Day)	\$300.00	x _____	x _____ =	\$ -
Stage without Canopy Addl. Days	\$150.00	x _____	x _____ =	\$ -
Fire Extinguisher	\$10.00	x _____	x _____ =	\$ -
Golf Carts	\$70.00	x _____	x _____ =	\$ -
Golf Cart - 8 Passenger	\$100.00	x _____	x _____ =	\$ -
Electric	\$75.00	x _____	x _____ =	\$ -

EXHIBIT B - Fairgrounds License Agreement Fees - Nonprofit

Ammenities per week

Marquee (1st Week)	\$100.00	x	_____	x	_____	=	\$	-
Marquee Addl. Weeks	\$50.00	x	_____	x	_____	=	\$	-
Marquee Per Day	\$20.00	x	_____	x	_____	=	\$	-

			Days		Total			
FACILITY EXCLUSION	\$250.00	x	_____	=	\$	-		

ALCOHOL PERMIT FEE	\$400.00	x	_____	=	\$	-		
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SUBTOTAL: = \$ -

7% TAX: = \$ -

DAMAGE DEPOSIT: = \$ -

TOTAL: = \$ -

Subtotal + Tax: \$ - 25% DEPOSIT: = \$ -

PAYMENTS		
Check No.	Date	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		Balance Due: \$ -

POST EVENT RECONCILIATION CHARGES

Staff	#	Hours		
Staff	\$25.00	x	_____	x _____ = \$ -
				TAX: = \$ -
				STAFF TOTAL: = \$ -

Date Quote Provided:

Quote Provided By:

Quotes are good for 15 days. No dates are held without a 25% deposit.

EXHIBIT B - Fairgrounds License Agreement Fees - Standard
CIRCUS PAGES INTERNATIONAL, INC.

September 8, 2017

Acreage		Days		Total
0-5 Acres	\$ 150.00	X <u>1</u>	= \$	150.00
6-10 Acres	\$ 175.00	X _____	= \$	-
11-40 Acres	\$ 525.00	X _____	= \$	-
41+ Acres	\$ 775.00	X _____	= \$	-

Facility Hourly Rates		Hours		
Expo Center	\$125.00	x _____	= \$	-

Facility Daily Rates		Days		
Expo Open Air Pavilion	\$500.00	x <u>1</u>	= \$	500.00
Agricultural Pavilion	\$400.00	x _____	= \$	-
Entertainment Bldg.	\$100.00	x _____	= \$	-
Concession Bldg.	\$100.00	x _____	= \$	-

Ammenities per Event		QTY		
Small Stage	\$50.00	x _____	= \$	-
Tables	\$8.00	x _____	= \$	-
Chairs	\$0.50	x _____	= \$	-
Hoses/Sprinklers	\$20.00	x _____	= \$	-
Light Carts	\$90.00	x _____	= \$	-
Internet Access	\$100.00	x _____	= \$	-
Tent 10x20	\$200.00	x _____	= \$	-
Picnic Tables	\$10.00	x _____	= \$	-
Stage Risers	\$20.00	x _____	= \$	-
Serving Carts	\$20.00	x _____	= \$	-

Ammenities per day		QTY		Per Day	
Small Bleachers (1st Day)	\$75.00	x _____	x _____	= \$	-
Small Bleachers Addl. Days	\$25.00	x _____	x _____	= \$	-
Large Bleachers (1st Day)	\$325.00	x _____	x _____	= \$	-
Large Bleachers Addl. Days	\$100.00	x _____	x _____	= \$	-
Stage with Canopy (1st Day)	\$1,100.00	x _____	x _____	= \$	-
Stage with Canopy Addl. Days	\$200.00	x _____	x _____	= \$	-
Stage without Canopy (1st Day)	\$600.00	x _____	x _____	= \$	-
Stage without Canopy Addl. Days	\$200.00	x _____	x _____	= \$	-
Fire Extinguisher	\$10.00	x _____	x _____	= \$	-
Golf Carts	\$70.00	x _____	x _____	= \$	-
Golf Cart - 8 Passenger	\$100.00	x _____	x _____	= \$	-
Electric	\$75.00	x _____	x _____	= \$	-

Ammenities per week					
Marquee (1st Week)	\$100.00	x _____	x _____	= \$	-

EXHIBIT B - Fairgrounds License Agreement Fees - Standard

Marquee Addl. Weeks \$50.00 x _____ x _____ = \$ -
 Marquee Per Day \$20.00 x _____ x _____ = \$ -

		Days	Total
FACILITY EXCLUSION	\$250.00	x _____ =	\$ -
ALCOHOL PERMIT FEE	\$400.00	x _____ =	\$ -

SUBTOTAL: = \$ 650.00
7% TAX: = \$ 45.50
DAMAGE DEPOSIT: = \$ 250.00
TOTAL: = \$ 945.50

Subtotal + Tax: \$ 695.50 25% DEPOSIT: = \$ 173.88

PAYMENTS		
Check No.	Date	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		Balance Due: \$ 945.50

POST EVENT RECONCILIATION CHARGES

Staff	#	Hours	
Staff			\$25.00 x _____ x _____ = \$ -
			TAX: = \$ -
			STAFF TOTAL: = \$ -

Date Quote Updated: July 17, 2017

Quote Provided By: BP

Quotes are good for 15 days. No dates are held without a 25% deposit.

**Indian River County
Parks Division
Fairgrounds Rules & Regulations**

General Fairgrounds Rules

1. Scheduling is conducted on a first come, first serve basis for open dates. Reservation dates may only be secured and guaranteed with a minimum 25% Deposit Fee and fully executed Agreement. Staff reserves the option to issue a placeholder deposit Agreement (“Placeholder Agreement”) in lieu of a fully executed Agreement which will secure the date pending a due diligence review. Placeholder Agreements shall automatically expire 6 months prior to the scheduled event date and the reservation forfeited unless the Applicant enters into an Agreement.
2. Permits for groups composed of minors will be issued only to adults who accept responsibility for supervising them throughout the period of the permit.
3. Security Plan:
 - a. Festival events shall present a security plan to the Indian River County Sheriff’s Office Division of Law Enforcement. Approval and sign off by the Division shall be a condition precedent of the issuance of the Permit/License Agreement.
 - b. Assigned law enforcement officials must have arresting authority in Indian River County, i.e. IRCSO, FHP etc.
 - c. The County will determine in its sole discretion the level of security of sworn law enforcement and emergency services personnel.
 - d. Evidence of IRSO law enforcement scheduling shall be provided to the County 30 days prior to the Event by means of a paid receipt to the IRSO. The County will provide Applicant with the order form for IRSO.
4. All indoor cooking is strictly prohibited. Outdoor cooking, grilling, etc. shall be approved in advance by the Fairgrounds Management Staff.
5. Deposits:
 - a. All buildings and facilities shall be left in the same condition it was received in. A cleaning fee shall be deducted from the damage deposit to cover the cost of cleaning/restoring the facilities to their original condition.
 - i. Any and all decorations must be approved prior to installation and removed completely at the conclusion of the event.
 - ii. The Ag Expo Building should be left in a broom swept condition with any wet areas mopped and all garbage left in designated location.
 - b. A damage deposit of no less than \$500, refundable upon inspection of the property is required for every event. Deposit may be increased in the sole discretion of the County dependent upon number of attendees and events.
 - i. Festivals require a damage deposit of no less than \$2500.
6. Any signage visible from the road in any county right of way requires a permit from the Code Enforcement Division prior to placement.

Exhibit C

7. No animals are allowed unless assisting the handicapped or the event is an animal related event. Animals are allowed in the RV area but must be on a leash (<6') or in a carrier at all times.
8. Alcoholic is strictly prohibited except through the issuance of an Alcohol permit issued by the Parks Division.
9. Under no circumstances shall any person remove any equipment or other items from the premises.
10. Facilities shall be restored to their original condition and all activities ceased by at the time referenced in the Agreement. For each quarter hour after the applicant will be charged a fee of \$50.00 per quarter hour.
11. Control of all lights, thermostats and other equipment, and the locking and unlocking of doors is the responsibility of the Fairgrounds Management Staff. Staff should be notified of any special needs of the Applicant.
12. Applicant agrees to hold Indian River County, FL harmless from any and all claims for damages to persons or property resulting from their use of any facility.
13. Applicant agrees to accept facilities "as is." Applicant acknowledges responsibility for conduct of each member / guest attending event. Applicant conducts all events at their own risk. All attendees must abide by County policies.
14. All RV's are required to park in the designated RV area. There will be no parking of RV's in or around other facilities without prior approval of the Fairgrounds Management Staff. All RV's will be required to pay the daily fee for the campsite hook-up.
15. Insurance requirements shall be determined at the sole discretion of the County Risk Manager. Certificates of insurance designating "Indian River County, FL" as additional insured shall be presented to the County no less than 30 days prior to the event.
16. All activities shall be subject to inspection by Indian River County Offices of Fire Prevention, Health Department, Sheriff's Office, Risk Management, Traffic Control, Solid Waste Disposal District and Florida Department of Business and Professional Regulation.

RV Campground Rules

1. RV sites are not open to the public.
2. RV sites are used only during scheduled events. Only participants of the events may use the RV sites.
3. Alcohol is strictly prohibited within the Campground.
4. Animals are not allowed in Campground unless permitted by Fairgrounds Management Staff.
5. Showers are to be used by registered guest only.
6. Only one (1) hook-up allowed per site.
7. Backflow preventers are required on all water connections at all times.
8. Proper sewer connections are required at all times.
9. Applicant is responsible to collect all fees from participants of their event.
10. Fairgrounds Management Staff will count each morning and will confirm count with the Applicant daily.
11. Fees are \$20.00 per site plus 11% tax for a total of \$22.20 each for full hookup.
12. Fees are \$15.00 plus 11% tax for a total of \$16.65 each for all dry camping.

Exhibit C

13. Reconciliation for camping fees will be collected within 3 days of the conclusion of the event.
14. A separate check for camping fees is required.
15. Early arrival and late departure for events must be coordinate thru the Fairgrounds Management Staff @ 772-589-9223 and camping fees will be collected separately.
16. Reservations are not accepted for campsites.

EXHIBIT “D”

Use of Dangerous Wild Animals

The County of Indian River, Florida, has approved on _____, a schedule of requirements that apply to exhibition, sets, displays, or any other permit that involves elephants or any other potentially dangerous wild animal, as defined below.

“Dangerous wild animal” means any mammal, including but not limited to Elephantidae (elephant); Felidae (tiger, lion, cougar, leopard, cheetah, jaguar); Canidae (wolf, coyote); Ursidae (all bears); and all non-human primate species (such as chimpanzees, orangutans, gibbons, capuchins, macaques, and baboons) which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack, cause injury, or otherwise endanger the safety of the public or other animals.

The required actions or document submittals described below must be satisfied by applicant(s) three weeks prior to issuance of a permit. In the event a permit is issued, failure to maintain these requirements during the permitted activity will be cause for revocation of the permit.

Applicants must meet the following conditions:

1. Submit a liability insurance policy with an insurer authorized or approved to write such insurance in this state in the amount of two million dollars that covers claims for injury or damage to persons or property in an amount of not less than one million dollars per occurrence. In the case of activity to be held on public property, the Risk Manager of the County will review the proposed activity and at his or her sole discretion set additional requirements or increased limits.
2. Submit documented proof that within the past twelve months all elephants tested free of tuberculosis (TB) in trunk wash cultures and a serological test that detects antibodies to TB, such as the ElephantTB-STAT-PAK Assay.
3. Submit a written plan for the quick and safe recapture or destruction of a wild animal in the event an animal escapes.
 - a. The applicant’s written protocols for training their staff on methods of safe recapture of escaped wild animals, and
 - b. A detailed description of containment methods for the animal(s) and; and
 - c. Access to appropriate chemical immobilization drugs and equipment; and
 - d. Identification of staff member(s) (and as appropriate, veterinarians) who possess firearm and chemical immobilization proficiency to recapture an escaped wild animal.
4. Disclose previous incidents of specific dangerous, unpredictable, or aggressive behavior by any of the animals, that put any people or other animals at risk, including the animal handler(s).
5. Disclose ages and all current and most recent names of all animals.
6. Produce health histories and health certificates for all animals.

7. Applicant, applicant's principles, officers, and directors must have no felony convictions and must disclose the names of any employees with animal related felony or misdemeanor convictions.
8. Applicant must meet the following conditions:
 - a. Applicant (including employees and subcontractors of applicant) has not been cited within 3 years by USDA under the Animal Welfare Act for 1) inappropriate provision of veterinary care 2) inappropriate handling of animals causing stress or trauma 3) inappropriate provision of food, water, shelter or space.
 - b. Will comply with all applicable Federal law for the duration of the activity permitted.
9. Must not have any official notices of alleged violations; or any stipulations, consent decrees, or settlements entered into with the USDA within the last 5 years.
10. The applicant must meet an informed consent provision by providing written information explaining that a wild animal(s) will be or is present and there is risk of injury or death to:
 - a. The property owner or person responsible for the property where the animal will be displayed.
 - b. The owners or persons responsible for any contiguous neighboring property;
 - c. Any individuals entering the site of the permitted animals display.

Written information shall be either a handout or flyer handed to the persons listed above or a poster located at all entrances to the performance area, in and around the performance area, and where the wild animal(s) is located.
11. Produce a plan for providing emergency veterinary care in a timely fashion including names and contact information of available on-call veterinarians, if none are present on-site.